

CITY OF ALAMEDA

Memorandum

To: Honorable Mayor and
Members of the City Council

From: Lara Weisiger
City Clerk

Date: June 21, 2011

Re: Award Contract for Legal Advertising for Fiscal Year 2011-12

BACKGROUND

At the Regular City Council meeting held on May 3, 2011 the City Council authorized the City Clerk to advertise for bids for legal advertising. City Charter Section 3-18 requires the Council to: "award a contract to the responsible bidder who submits the lowest and best bid for publication of all legal advertising of the City in a newspaper adjudicated to be a newspaper of general circulation within the City of Alameda. The newspaper published by the successful bidder is known as the Official Newspaper of the City."

DISCUSSION

The bids were due on June 1, 2011. One bid was received from the Alameda Journal. The bid result was \$5.46 per column inch for every insertion.

FINANCIAL IMPACT

The funds for this activity are budgeted in various departments and are approved by the City Council during the budget process. The City spends approximately \$29,000 annually for legal notices, of which \$10,590 is from the General Fund.

RECOMMENDATION

Award Legal Advertising Contract for Fiscal Year 2011-12 to the Alameda Journal.

Respectfully submitted,



Lara Weisiger
City Clerk

Honorable Mayor and
Members of the City Council

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Approved as to funds and account,

A handwritten signature in black ink, appearing to read "Fred Marsh", with a stylized flourish at the end.

Fred Marsh
Controller

Exhibit:

1. Contract

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of June, 2011, by and between the CITY OF ALAMEDA, a municipal corporation of the State of California, hereinafter called the City, and the ALAMEDA JOURNAL, a published daily newspaper, hereinafter called Publisher,

WITNESSETH:

WHEREAS, the Alameda Journal submitted its bid, in writing, for the publication, of all legal advertising of the City for the period ending June 30, 2012, whereupon the Council of said City, on the 1st day of June 2011, duly accepted said bid and awarded the contract for such legal advertising to said Publisher;

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Publisher agrees that during that fiscal year the said Alameda Journal shall be maintained as a newspaper of general circulation as that term is defined in Title I, Division 7, Chapter 1, Article 1, of the Government Code of the State of California.

2. Publisher, hereby agrees to publish and advertise in said Alameda Journal, for and during the period from July 1, 2011 and ending June 30, 2012, such legal advertisements and notices and such other matters as the Council and other officers of the City deliver to Publisher for publication.

Said Publisher further agrees that it will make all of such publications in the manner and form required by law and that on the completion of publication it will promptly file with the City Clerk an affidavit of publication as required by law.

Said advertising shall be in accordance with the following specifications:

All advertisements shall be set in six-point capitals, except that by request of the officer authorizing the same such advertisement may be set in such larger type and with such spacing between lines as such officer may direct.

Title and sub-heading shall be set in six-point type or in such larger type as may be specified by the officer authorizing the advertisement.

In consideration of the faithful performance by the Publisher of the agreements hereinabove set forth, the City hereby agrees to pay for said advertising and publication at the following rates, to wit:

Per column inch, 6.0 point type

Price per column inch for insertion \$ 5.46

The submission deadline for ads shall not exceed 4 days from date of publication (excluding holiday periods).

The withdrawal deadline for ads shall be up to 1 day from date of publication (excluding holiday periods).

3. **HOLD HARMLESS:**

Publisher shall indemnify and hold harmless City, its City Council, boards, commissions, officials, and employees ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Publisher's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Publisher, Publisher shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Publisher. However, Publisher shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

For those advertisements printed in conformity with copy submitted by City, the City agrees to protect and indemnify the publisher against all liability, losses and expenses arising from claims of libel, unfair competition and trade practices, infringement, property rights, and right of privacy and misrepresentation, except to the extent of the cost of the advertisement.

4. **COMPLIANCES:**

Publisher shall comply with all State or federal laws and all ordinances, rules and regulations enacted or issued by City.

5. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Publisher to City shall be sent to the attention of the City Department requesting publication at the following

address:

City of Alameda
City Hall
2263 Santa Clara Avenue
Alameda, CA 94501

All notices, demands, requests, or approvals from City to Publisher shall be addressed to Publisher at:

Alameda Journal
1516 Oak Street, 1st Floor, Suite 1
Alameda, CA 94501

6. **WAIVER:**

A waiver by City of any breach of any term, covenant, or condition herein shall not be deemed to be a waiver or any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character.

7. **TERMINATION:**

In the event Publisher hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Publisher shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of seven (7) days after receipt by Publisher from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Publisher written notice thereof.

8. **INTEGRATED CONTRACT:**


This Agreement represents the full and complete understanding of every kind of nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Publisher.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed, the day and year first above written, the City by its City Manager under authority heretofore given by its City Council.

CITY OF ALAMEDA, a municipal
corporation,

By 
City Manager

Approved as to form


City Attorney

ALAMEDA JOURNAL

By 
Elizabeth A. Naughton